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# IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

CASE NO:

16-08946-BKT

YADIRA VARGAS TIRADO

CHAPTER:

13

**Debtor** 

DLJ Mortgage Capital, Inc Movant

YADIRA VARGAS TIRADO Debtor-Respondent

José Ramón Carrión Morales Trustee

#### MOTION FOR RELIEF FROM STAY PURSUANT TO 11 U.S.C. 362

TO THE HONORABLE COURT:

COMES NOW MOVANT, Select Portfolio Servicing Inc. as Servicer for "DLJ Mortgage Capital, Inc. ", ("DLJ"), through the undersigned counsel, and very respectfully alleges and requests:

- 1. YADIRA VARGAS TIRADO hereinafter will be referred to as the "Debtor".
- 2. DLJ, a secured creditor in the above captioned case, has not been offered nor provided adequate protection as required by section 362 of the Bankruptcy Code. Consequently, DLJ requests that the automatic stay be lifted in order to continue with the mortgage foreclosure proceedings.
  - 3. In its pertinent part, Section 362 states that:

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Motion Requesting Lift of the Automatic Stay

- "(d) On request of a party in interest and after notice and hearing, the court shall grant relief from stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-
  - (1) For cause, including the lack of adequate protection of an interest in property of such party in interest
  - (2) With respect to a stay of an act against property under subsection(a) of this section, if---
    - A) The debtor does not have an equity in such property; and
    - B) Such property is not necessary to an effective reorganization".
- 4. DLJ is the holder in due course of a mortgage note in the principal sum of \$83,600.00, bearing interest at 5.500% per annum (the "Note"). The indebtedness evidenced by the Note is secured by a mortgage executed before the notary public MANUEL E.MALDONADO PEREZ, Esq., on March 24, 2005, deed number 126 (the "Mortgage"). Attached hereto as Exhibit I is a copy of the Note; Exhibit II a copy of the Mortgage; and as Exhibit III a copy of a title search that evidences DLJ's secured status.
- 5. The Mortgage encumbers the property described below in **Spanish** (hereinafter referred to as the "Property"), as follows:

"URBANA: Parcela de terreno que se identifica como el solar No. 36 del Bloque "A" de la URBANIZACIÓN MONTE REAL, sita en el. Barrio Algarrobo del Municipio de Guayama, Puerto Rico, con una cabida superficial de 300,00 metros cuadrados. En lindes por el Norte, con el solar No, A-35; por el Sur, con el solar No. A-37; por el Este, con la Calle No, 2; y por el Oeste, con et solar No. A-11. En la finca antes descrita enclava una estructura de hormigón para uso residencial."

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- 6. The Debtor's payment plan, as included in the Chapter 13 plan, at Docket 76 (the "Plan"), requires that monthly regular post-petition payments be made directly to DLJ by the Debtor.
- 7. The Debtor has not made the monthly installments due under the terms of the Note and the Mortgage. As of December 5, 2019, the Debtor had accrued a total of <u>3</u> post-petition installments in arrears to DLJ amounting to <u>\$1,327.11</u>. See **Exhibit IV** attached hereto, which includes an itemized statement of the arrearage.
- 8. The Debtor's failure to make payments due under the Mortgage, results in the Debtor's material default with the terms of the Plan.
- 9. DLJ has not been offered and does not have adequate protection for the above mentioned security interest. Moreover, the Debtor has failed to make post-petition payments as called for under the terms of the Plan. Consequently, "cause" exists to lift the automatic stay.
- 10. In view of the foregoing, DLJ respectfully requests that an order lifting the automatic stay pursuant to sections 362(d)(1) of the Bankruptcy Code be entered.
- 11. DLJ filed secured proof of claim number <u>6</u> (the "POC"). DLJ hereby requests that the POC be deemed withdrawn or the disbursements be discontinued, if the remedy herein requested is granted.
- 12. Upon the entry of the relief order, DLJ will no longer be filing any additional Notice of Payment Changes required by Rule 3002.1 (b) or any additional Post-Petition Fee Notifications required by Rule 3002.1 (c) in conjunction with the aforementioned loan/claim.

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13. Attached hereto as **Exhibit V** is the non-military service affidavit required for the entry of an order by default by the Servicemembers' Civil Relief Act, 50 USC Appx. §521.

#### **NOTICE TO ALL PARTIES IN INTEREST**

Within fourteen (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise. If no response is filed within the prescribed period of time the Court may enter an order granting the relief herein requested.

WHEREFORE, DLJ respectfully requests that an order be entered granting the relief from the automatic stay pursuant to section 362 (d)(1) of the Bankruptcy Code, granting costs, expenses and attorney's fees to DLJ and authorizing DLJ to proceed with the foreclosure of the Mortgage against the Property, with such further relief as may be deemed just and proper. DLJ further requests that the POC be deemed withdrawn or the disbursements be discontinued and that DLJ be released from the responsibility of filing Notice of Payment Changes and Post-Petition Fee Notifications.

#### RESPECTFULLY SUBMITTED.

I HEREBY CERTIFY that on this date I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all participants of the CM/ECF system including the <u>Chapter 13 Trustee José Ramón Carrión Morales, Esq.</u>; and <u>Debtor's counsel, Roberto Figueroa Carrasquillo, Esq</u>. I also hereby certify that a copy of the instant motion was also served by certified mail to the <u>Chapter 13 Trustee José Ramón Carrión</u>

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Motion Requesting Lift of the Automatic Stay

Morales, Esq., PO Box 9023884 San Juan, PR 00902-3884; to Debtor's counsel, Roberto Figueroa Carrasquillo, Esq., PO Box 186 Caguas, PR 00726-0186 and to the Debtor YADIRA VARGAS

TIRADO HC 43 BOX 12141 CAYEY, PR 00736.

In San Juan, Puerto Rico, this 16th day of Deumber, 2019.

MARTINEZ & TORRES LAW OFFICES, P.S.C.

P.O. Box 192938 San Juan, PR 00919-2938 Tel. (787) 767-8244 & Fax (787) 767-1183

/s/ Patricia I. Varela Harrison

By: Patricia I. Varela Harrison
USDC -PR 224802
Email:pvarela@martineztorreslaw.com

NOTE PAGARE Exhibit I

US \$83,600.00

de 2005

VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay VALOR RECIBIDO, of (los) suscribiente(s) ("Deudor") promete(n) pagar a

POPULAR MORTGAGE, INC., or its order, the principal sum of)
POPULAR MORTGAGE, INC., on su'orden, in suma principal de-

EIGHTY THREE THOUSAND SIX HUNDRED DOLLARS (\$83,600.00)-

Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the Dollares, con intereses sobre el balance insolute de principal desde la fecha de csio Pagaré hasta su pago a

rate of FIVE POINT FIVE ZERO percent per annum. Principal and interest shall be payable at razon del principal e intereses serán pagadoros en

-----167 Ponce De León Avenne, Hato Rey, Puerto Rico 00918,

or such other place as the Note holder may designate in writing, in consecutive monthly installments of o ea cualquier otro lugar que el tenedor de este Pagaré indique por escrite, en places mensuales y consecutives de

FOUR HUNDRED SEVENTY FOUR DOLLARS AND 67/1,00(\$474.67)------

on the <u>first (1st)</u> day of each month beginning MAY, 2005en el primer (ler) dia de cada nesa comonzando ol ----

🚣, until

the entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness, if not que so pague totalments la deuda evidenciada por ci presente, excepto que la deuda restante, el no

sooner paid, shall be due and payable on the first (1st) day of APRII, 2035 anterpuguda, quedard venedda ypugadera en el primer fier) dia de

If any monthly installment under this Note is not paid when due and remains unpaid after a date ... Si cualquier plazo mensual bajo este Pagaró no es pagado cuando venza y permanece impagado luego de la fecha

specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon especificada on la notificación al Deador, la suma total de principal pendiente de pago e intereses acumulados sobre la misma

shall ut once become due and payable at the option of the Note holder. The date specified shall not be less quedarán inmedialamento veneldos y pagadoros a opción del tonedor de este Pagaré, La fecha especificada no sorá anterior

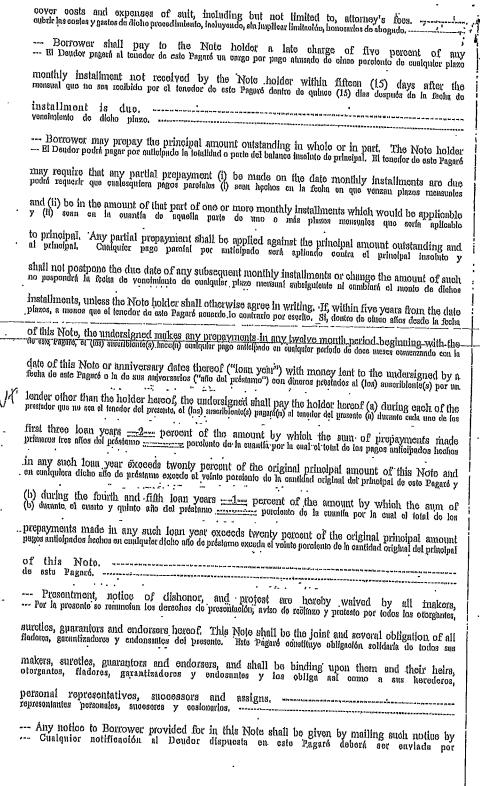
than thirty (30) days from the date such notice is mailed. The Note holder may exercise this a treinta (30) dies a partir de la facha de envío por correo de dioba notificación. El lenedor de este Pagaró podrá ojeroltar esta

option to accelerate during any default by Borrower regardless of any prior forbearance, opeion de acceleración durante cualquier incumplimiento del Doudor, no empece cualquier inculgencia de mozesidad anterior.

If suit is brought to collect this Note, the Note holder shall be entitled to collect in such De radicarse procedimiento judicial para el cobro de este Pagaré, el tenedor de este Pagaré tendrá derecho a cobrar en dicho

proceeding the agreed and liquidated amount of ten percent of the original principal amount hereof to procedimiento la suma paciada y liquida de diez porciento de la suma original de principal del presente para

PUERTO RIGO -1 to 4 FAMILY - 6/76 - FHMA/FHLMO UNIFORM INSTRUMENT



PUERTO RICO - 1 to 4 FAMILY - 6/76 - FHMA/FHLMC UNIFORM INSTRUMENT



. Ci	erlified mall addressed to Borrower at the Property Address stated below, or to such other address as mee certificade dirigida at Deuder a la Dirección de la Propiedad que abajo se ladica, o a cualquier otra dirección que
_	orrower may designate by notice to the Note holder. Any notice to the Note holder shall be Deudor designe mediante notificación al tenedor de este Pagaró. Chalquier notificación al tenedor de este Pagaró deberá ser
o	lyen by mailing such notice by certified mail, return receipt requested, to the Note holder at the address tylada por correo certifionds, con acuse de recibo, el ténedor de este Pagaré a la dicacción
si	ated in the first paragraph of this Note, or at such other address as may have been designated by notice dloads en el primer parado de este Pagaré, o a cualquier otra dirección que se haya designado medianto notificación
to . al	Волгожег,
	The indebtedness evidenced by this Note is secured by a Mortgage, dated La deuda evidenciada por este Pagaré está garantizada por una Hipoteca, de fecha
to ·	
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<u>,</u>	[Olórgueso el Original Unioarnente]
<u>P</u> 9	DETAL ADDRESS:  ADDRESS ACCORDING TO THE REGISTRY OF THE PROPERTY:
A-	36 CALLE 6 SOLAR # 36 BLOOUE A
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214	ONTE REAL DEV. URB. MONTE REAL
	UAYAMA, PUERTO RICO 00784 BO, ALGARROBO
<u>G</u> I	UAYAMA, PUERTO RICO 00784 BO, ALGARROBO [Property Address]
<u>G</u> (	UAYAMA, PUERTO RICO 00784  [Property Address]  [Direction do la Propiedad]  GUAYAMA, PUERTO RICO
<u>G</u> (	[Property Address] [Direction de la Propiedad]  GUAYAMA, PUERTO RICO  Fidavit Number 2331  Acknowledged and subscribed before me by YADIRA YARGAS TIRADO, of legal age, single, operty owner and resident of Guayama, Puerto Rico, who(m) has (haye)-been identified by me as ovided for in Article 17 of Notarial Law in force, in Guayama, Puerto Rico, this 20 day of March, 2005.
<u>G</u> (	[Property Address] [Direction do la Propiedad]  GUAYAMA, PUBRTO RICO  MALDO
Af	[Property Address] [Direction do la Propiedad]  GUAYAMA, PUBRTO RICO  MALDO
Af propro	JAYAMA, PUERTO RICO 00784  [Property Address]  [Direction do la Propiedad]  Acknowledged and subscribed before me by YADIRA VARGAS TIRADO, of legal age, single, operty owner and resident of Guayama, Puerto Rico, who(m) has (haye) been identified by me as ovided for in Article 17 of Notarial Law in force, in Guayama, Puerto Rico, this 20 day of March, 2005.  MALDON  MALDON  MALDON  WITHOUT RECOURSE  WITHOUT RECOURSE  WITHOUT RECOURSE
Af propro	[Property Address] [Direction de la Propiedad]  Acknowledged and subscribed before me by YADIRA VARGAS TIRADO, of legal age, single, operty owner and resident of Guayama, Puerto Rico, who(m) has (haye) been identified by me as ovided for in Article 17 of Notarial Law in force, in Guayama, Puerto Rico, this 20 day of March, 2005.  PAY TO THE ORDER OF HIGO  PUERTO RICO  PUERTO RICO

PUERTO RICO - 1 to 4 FAMILY - 8/78 - FHMA/PHLMC UNIFORM INSTRUMENT

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	ALLONGE
	льконда
	THIS ALLONGE IS TO BE ATTACHED TO AND MADE AN INTEGRAL PART of the following instrument:
	Reference Number:
	Note (Pagaré) Closing Date: <u>03/24/2005</u>
	Borrowers Name: <u>YADIRA YARGAS-TIRADO</u> Co-Borrowers Name:
	Original Principal Amount: <u>EIGHTY THREE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS</u>
	Properly Address: A-38 2TH ST MONTE REAL DEV GUAYAMA PR 00704
	PAY TO THE ORDER OF
	BARCO POPULAR DE PUERTO RICO
	Ву:
	Name: <u>Francisco, Segura</u>
	Title: AUTYIORIZED SIGNATURE
	By: MULLIULA J
	Name: <u>Guillermina Rodriguez. U * 0</u>
	TIII: AUTHORIZED SIGNATURE
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#### **ALLONGE**

THIS ALLONGE IS TO BE ATTACHED TO AND MADE AN INTEGRAL PART of the following Instrument:

Reference Number:

Note (Pagaré)

Closing Date: 06/28/2011

Borrowers Name: YADIRA VARGAS-TIRADO

Co-Borrowers Name:

Original Principal Amount: SEVENTY EIGHT THOUSAND ONE HUNDRED ELEVEN DOLLARS AND

FORTY NINE CENTS

(\$78,111.49)

Property Address: A-36 2TH ST MONTE REAL DEV"

GUAYAMA PR 00784

PAY TO THE ORDER OF

WITHOUT RECOURSE

BANCO POPULAR DE PUERTO RICO

By: OFFice:

Name: Francisco Segura

Title: AUTHORIZED SIGNATURE

By: \_\_\_\_\_

Name: Gulllermina Rodríguez

Title: AUTHORIZED SIGNATURE

### LIEN MODIFICATION AGREEMENT

This Lien Modification Agreement ("Agreement") is effective March 1, 2019, between YADIRA VARGAS-TIRADO, ("Property Owner") and Select Portfolio Servicing, Inc., acting on behalf of the Ilen holder, ("Lien Holder"). If Property Owner's representations and covenants in Section 1 continue to be true in all material respects, then this Agreement will amend and supplement, as set forth in Section 2, the Ilen documents dated March 24, 2005, securing the original principal sum of \$83,600.00 ("Lien Documents"), which encumber the real and personal property described in the Lien Documents (defined in the Lien Documents as the "Property"), known as

## A-36 2TH ST MONTE REAL DE GUAYAMA, PR 00784

Lien Holder acknowledges that the mortgage loan related to the Property has been discharged. Even though the Property Owner's personal liability on the note is discharged, the terms of the Lien Documents remain in effect. Lien Holder continues to have an enforceable lien on the Property. This lien modification agreement does not constitute a reaffirmation of debt under United States Code Title 11.

- 1. Property Owner Representations and Covenants. Property Owner certifles, represents, covenants, and agrees as follows:
  - Property Owner is experiencing a financial hardship, and as a result, (i) is in default under the Lien Documents or default is imminent, and (ii) Property Owner does not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
  - There has been no impermissible change in the ownership of the Property since Property Owner signed the Lien
  - If requested by Lien Holder, Property Owner has provided documentation for all income that they receive.
  - All documents and information Properly Owner has provided to Lien Holder in connection with this Agreement, including the documents and information regarding eligibility for this Agreement, are complete, true and correct.
  - Property Owner has made or will make all payments required under a trial modification plan or ilen workout plan, if applicable.

The property is neither in a state of disrepair, nor condemned.

- Properly Owner Is not a party to any litigation involving the Lien Documents, except to the extent the Property Owner may be a defendant in a foreclosure action.
- The Modification. If Property Owner's representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Lien Documents will automatically become modified on March 1, 2019 (the "Modification Effective Date") and all late charges that remain unpaid will be waived. Property Owner understands that if they fall to make any payments as a precondition to this modification under a workout plan or trial modification plan, this modification will not take effect. The first modified payment will be due on April 1, 2019.
  - a. The Maturity Date will be: March 1, 2049.
  - The modified principal balance to satisfy the Lien will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, Unpaid Amounts) less any amounts paid to the Lien Holder but not previously credited to the account associated with the Lien Documents The new principal balance to satisfy the Lien will be \$90,270.03 (the "New Principal Balance"). Property Owner understands that by agreeing to add the Unpaid Amounts to the outstanding balance to satisfy the Lien, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Property Owner also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding balance to satisfy the Lien, which would not happen without this Agreement.
  - interest at the rate of 4.000% will begin to accrue on the Interest Bearing Principal Balance as of March 1, 2019 and the first new monthly payment on the Interest Bearing Principal Balance will be due on April 1, 2019. The payment schedule for the modified Lien Documents is as follows:

Comment.

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Interest Rate	Interest Rate Change Date	Monthly Principal and interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Beglns On	Number of Monthly Payments
4.000%	March 1, 2019	\$377.27	\$16.00, may adjust periodically	\$393.27, may adjust periodically	April 1, 2019	36
5,000%	March 1, 2022	\$432,19	\$16,00	\$448.19	Aprll 1, 2022	12
6.000%	March 1, 2023	\$489,32	\$16.00	\$505,32	April 1, 2023	12
7.000%	March 1, 2024	\$548.24	\$16.00	\$564.24	April 1, 2024	12
7.500%	March 1, 2025	\$578.17	\$16.00	\$594.17	April 1, 2025	288
	4.000% 5.000% 6.000%	A.000% March 1, 2019  5.000% March 1, 2022  6.000% March 1, 2023  7.000% March 1, 2024	Rate Change Date Principal and Interest Payment Amount 4.000% March 1, 2019 \$377.27  5.000% March 1, 2022 \$432.19  6.000% March 1, 2023 \$489.32  7.000% March 1, 2024 \$548.24	Rate   Change Date   Principal and Interest Payment Amount   Secretary Principal and Interest Payment Amount   Secretary Principal and Interest Payment Amount   Secretary Payment Amount   Secretary Principal and Interest Payment Amount   Secretary Payment Payment Payment Payment   Secretary Payment Pa	Rate   Change Date   Principal and Interest Payment Amount   Secretary Payment Payment   Secretary Payment Amount   Secretary Payment Payment   Payment Payment   Payment Payment Payment   Payment Payment Payment   Payment Payment Payment   Payment Payment Payment   Payment Payment Payment Payment Payment Payment Payment Payment Payment   Payment	Rate   Change Date   Principal and Interest Payment Amount   Hotal Monthly Escrow Payment Amount   Hotal Monthly Payment   Hotal Hotal Payment   Hotal Monthly Payment   Hotal Hotal Payment   Hotal Monthly Payment   Hotal Payme

<sup>\*</sup>The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

BALLOON NOTICE. In order to reach an affordable payment, we extended your amortization term, which is the rate or speed by which your mortgage is calculated to be paid off; however, your maturity term, which is the period of time until your mortgage becomes due and payable, could not be fully extended to an equal term. This is because the investor on your account allows us to change your amortization term but does not allow us to change the maturity term to match. As a result of the difference between these two periods, there will be an amount due of \$48,707.48 on the date your lien matures on March 1, 2049. The amount outstanding at maturity is in addition to your monthly scheduled payment that you received as part of your modification.

- d. Property Owner has agreed to establish an escrow account to pay for homeowner's insurance, and pay a monthly escrow payment in the initial amount of \$16.00. Property Owner acknowledges that the payments attributable to insurance are notified by the insurance companies and, therefore, are subject to change from time to time. Property Owner will be taxes. Therefore Property Owner is responsible for the payment of property taxes as required under the Loan Documents. If Property Owner falls to pay property taxes, the taxing entity may sell the property and Property Owner could lose their
- 3. Other Agreements. Property Owner and Lien Holder also agree to the following:
  - a. This Agreement shall supersede any modification, forbearance, trial period plan, or other workout plan that Property Owner previously entered into with Lien Holder.
  - b. The Lien Documents, as modified by this Agreement, are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
  - c. All terms of the Lien Documents, except as expressly modified by this Agreement, or by the U.S. Bankruptoy Code, remain in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the terms contained in the Lien Documents.
  - d. All covenants, agreements, and requirements of the Lien Documents, including all requirements to make payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments under the Lien Documents remain in full force and effect.

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- e. If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Lien Documents as amended by this Agreement, within (an (10) days after receipt of the Lien Holder's request, Property Owner will execute, acknowledge, Initial, and deliver to the Lien Holder any documentation the Lien Holder deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If Property Owner falls to do so, Property Owner will be liable for any and all loss or damage which the Lien Holder reasonably sustains as a result of Property Owner's fallure. At Lien Holder's option, this Agreement will be void and of no legal effect upon notice of such loss, misplacement, misstatement, or inaccuracy. If Property Owner elects not to sign any such corrective documentation, the terms of the original Lien Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and Property Owner will not be eligible for a modification.
- f. The mortgage insurance premiums, if applicable, may increase as a result of the capitalization, which will result in a higher total monthly payment. Furthermore, the date on which Property Owner may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- g. As of the Modification Effective Date, notwithstanding any other provision of the Lien Documents, Property Owner agrees as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lien Holder's prior written consent, the Lien Holder may, at its option, require immediate payment in full of all sums secured by the Lien Documents. However, the Lien Holder shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lien Holder exercises this option, the Lien Holder shall give Property Owner notice of acceleration. The notice shall provide a period of not less than thirty (30) days depending on state law and other requirements from the date the notice is delivered or mailed within which all sums secured by the Lien Documents must be paid. If these sums are not paid prior to the expiration of this period, the Lien Holder may invoke any remedies permitted by the Lien Documents without further notice or demand on Property Owner.
- h. As of the Modification Effective Date, a buyer of the Property will not be permitted, under any circumstance, to assume the Mortgage. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.
- 1. All payment amounts specified in this Agreement assume that payments will be made as scheduled.
- j. If Property Owner is in bankruptcy upon execution of this document, Property Owner will cooperate fully with Lien Holder in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. Property Owner understands that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Lien Documents shall continue in full force and effect, and such terms shall not be modified by this Agreement.
- k. In agreeing to the changes to the Lien Documents as reflected in this Agreement, Lien Holder has relied upon the truth and accuracy of all of the representations made by Property Owner, both in this Agreement and in any documentation provided by or on behalf of Property Owner in connection with this Agreement. If Lien Holder subsequently determines that such representations or documentation were not truthful or accurate, Lien Holder may, at its option, resolnd this Agreement and reinstate the original terms of the Lien Documents as if this Agreement never occurred.

TAX CONSEQUENCES OF LOAN MODIFICATIONS. There may be income tax consequences related to this loan modification, Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

The Property Owner(s) and Lien Holder have signed this Agreement as of the Effective Date.

| August |

Case:16-08946-BKT13 Doc#:128 Filed:12/16/19 Entered:12/16/19 13:42:35 Desc: Main Document Page 14 of 48

Larry Gonzales Decument Control Officer APR 1 0 2019 ortfollo Serviding, Inc. (On behalf of Lien Holder): Date: eggoneten.

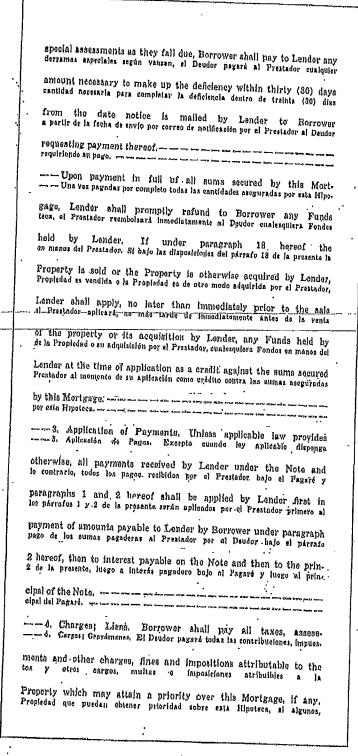
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	Exhibit II
	DEED NUMBER ONE HUNDRED TWENTY SIZE (126)
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114	ragraph. : MMTH. storeof an (horoin "Property") - cand chan in the patrate, QUINTO, deals praesale (on adelante via Bropledadu); y quartiens el
rl	hit to mortgage said Property, that the Property is unanoumbored, scho de hipohear diche Propiedad, que la Propiedad zo halla libra de cargas

PUERTO RICO -- 1 to 4 / imily -- 6/25 -- YNAVINIMO UNITON INTRUMENT

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payee thereof. Borrower shall promptly furnish to Lender all acreedoy de los mismos. El Daudor suministrara inmediatamente al Prestador todas notices of amounts due under this paragraph, and in the event las notificaciones de cantidades vencidas bajo este parrafo, y, en caso de que Borrower shall make payment directly, Borrower shall promptly furnish of Deudor pague directamente, el Deudor suministrara inmediatamente to Lender receipts evidencing such payments.

al Presinder to receibes que evidencien dichos pages. Borrower shall promptly discharge any lien which has priority over this descargara inmediatemente cualquier gravamen que tenga prioridad sobre esta MALDON Mortgage; provided, that Borrower shall not be required to discharge Hipotecas disponiendose," que no se requerirá que el Deudor descurgue nny such llen so long as Borrower shall ukree lo writing to the puyment cualquista de dichos gravimenes cuando ol Deudor scuerde por escrito pagar PUERTO RIDO of the obligation secured by such lien in a manner acceptable to obligación garantizada pur dicho gravanien en forma aceptable al " OGADO-NOTA Lender, or shall in good faith contest such lien by, or defend Prestador, o cuando impugne da buena fe dicho gravamen mediante, o defienda contre enforcement of such lien in legal proceedings which operate la sjecución de dicho gravamen en procedimientos legales que produzena to prevent the enforcement of the lien or forfeiture of the Property el electo de evitar la elecución del gravanien o la pérdida de la Propiedad ...or any part the root. ----- 5. Hazard Indurance. Burrower shall keep the improvements now --- 5. Segure de Riesan. El Deudor maniendra las autoras shora ..existing or hereafter erected on the Property insured against loss, enistentes o en adelante cregidas en la Propiedad aseguradas contra pérdida by fire, hazards included within the term "extended coverage", and por fuego, rlesgos incluidos dentro de término "cubierta extensa", y such other hazards as Lender may require, and in such amounts and talos otros riesgos como el Prestador pueda requerir y on las cantidades y for such periods as Lender may require; provided, that Lender por los terminos que el Prestudor pueda requerh : dispomendase, oue el Prestudor shall not require that the amount of such coverage exceed that amount no podra requerir que el munto de dicha cubierta exceda del monto of coverage required to pay the sums secured by this Mortgage, --da aubierta necesarlo para pauer fas sumus aschurados por esta Hipotera. -----

in the manner provided under paragraph 2 hereof or, if not paid in . en la forma dispuesta bajo el pirrulo 2 de la presente o, si no son pagados en such manner, by Borrower making payment, when due, directly to the dicha forma, mediante el pago por el Deudor, cuando venzan, directamente al



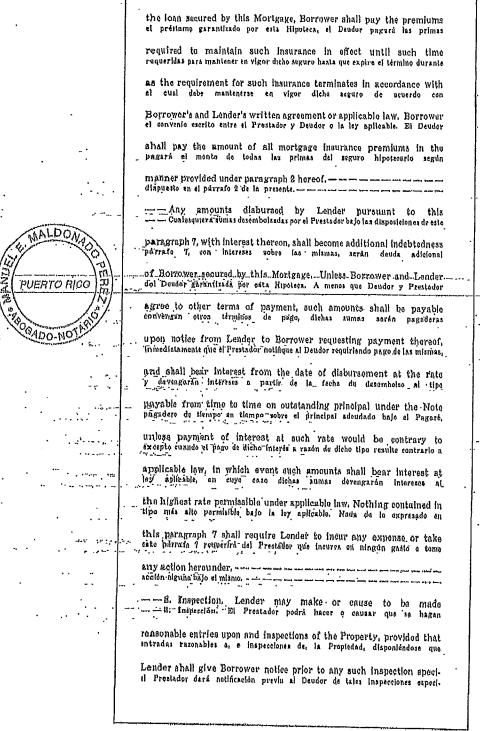
-- The insurance carrier providing the insurance shall be chosen by --- El asegurador que proporcione el seguro aerà escogido por Borrower subject to approval by Lender; provided, that such el Deudor sujeto a la aprobación del Prestador; disponiéndose que tal approval shall not, be unreasonably withheld. All premiums on aprobación no zerá denegada irrazonablemente. Todas las primas de insurance policies shall be paid in the manner provided under policies de seguro során pagadas en la forma dispuesta bajo paragraph 2 hereof or, if not paid in auch manner, by al parago 2 de la presente o, si no pagados an dicha forma, mediante Borrower making payment, when due, directly to the insurance carrier, el pago directo per el Deudor al asegurador a su vendimiento. -All insurance policies and renewals thereof shall be in form accept-- Todas las pólicas de seguro y sus renovaciones serán en forma scepable to Lender and shall include a standard mortgage clause table al Prestador e incluirán la clausula usual de protección al acresdor hipotecario in favor of and in form acceptable to Lender. Lander shall have the a favor de y en forma aceptable al Prestador. El Prestador tendrá el right to hold the policies and renewals thereof, and Borrower doracho de poseer las pólizas y sus renovaciones y el Deudor shall promptly furnish to Lender all renewal, notices and auministrars at Prestador instediatamente todas las notificaciones de renovación y all receipts of paid premiums. In the event of loss, Borrower shall give todos los recibes de primas pagadas. En caso de pérdida, el Deudor dará prompt notice to the insurance carrier and Lender, and Lender may notificación inmediata al aregurador y al Prestador, y al Prestador podrá make proof of loss if not made promptly by Borrower. --- Unless Lender and Borrower otherwise agree in writing, A manos que el Prestador y el Daudor acuarden lo contrarlo por ascrito, insurance proceeds shall be applied to restoration or relos indemnizaciones provenientes de seguros serán aplicadas a la restauración o repuir of the Property damaged, provided such restoration or paraclón de la Propiedad alectada, bajo condición de que dicha restauración o repair is economically feasible and the security of this Montgage is not reparación cea económicamente factible y la garantia de esta Hipoteca no quode thereby impaired, if such restoration or repair is not economically por ello menoscabada. Bi tal ventnuración o reparación no fuere económicamente feasible or if the security of this Mortgage would be impaired, the facible o al la garantia de esta Hipoteca fuere menoacabada, las insurance proceeds shall be applied to the sums secured indeninizaciones provenientes do reguro, terán aplicadas a las aumas garantizadas

by this Mortgage, with the excess, if any, pald to Borrower. If the Proppor esta Hipoleca, y el exceso, al alguno, pagado al Deudor. Si la Proerty is abandoned by Borrower or if Borrower fails to respond to Lender pledad es abandonada por el Deudor, o si el Deudor dejare de responder al Prestador within thirty (30) days from the date notice is malled dentro de treinia (30) dias a partir du la fecha de anvie por correo de notificación por by Lender to Borrower that the insurance carrier offers to settle a claim el Prestador al Deudor de que el asegurador ofrece transigir una reclamación for insurance benefits, Lender is authorized to collect and apply the de beneficios de seguro, el Prestador queda autoritado a cobrar y aplicar las insurance proceeds at Lender's option elther to restoration or indemnizaciones provenientes de seguro a opción del Prestador a la restauración o repair of the Property or to the sums secured by this Mortgage. ------- Unless Lender and Borrower otherwise agree in writing, any --- A menos que el Prestador y Deudor seuerden lo contrario por escrito, cualquier auch-application-of-proceeds-to-principal-shall-not-extend or post---tal aplicación de las indemnizaciones a principal no actuará para extender o piapone the due date of the monthly installments referred to ponor la fecha de venelmiento de los plaros mensuales a los quales se hace referencia - in paragraphs 1 and 2 hereof or change the amount of such installments. en los párrofos 1 y % de la presente o cambiar el monto de dichos plazos. -- If under paragraph 18 hereof the Property is acquired by Lender, --- El bajo el parrale 18 de la presente la Propiedad en adquirida por el Prestador, all right, title and interest of Borrower in and to any insurance policies todo derecho, titulo e interés del Doudor en y sobre qualesquiera pólizas de seguros and in and to the proceeds thereof resulting from damage to the y en y zobre los fandos provenientes de las mismas como resultado de daños a la Property prior to the sale or acquisition shall pass to Lender to the Propleded anteriores a la venta o adquisición pasarán al Prestadur hasta el extent of the sums secured by this Mortgage immediately prior to such monto de las sumas aseguradas por esta Hipoteca inmediatamente antes de dicha - 6. Preservation and Maintenance of Property; Condominiums; - 6. Conservacion y Mantenigulento ibe la Propiedadi Condominiosi Planned Unit Developments. Borrower shall keep the Property in good Proyectos de Unidades Planificacias. El Deudor mantendra la Propiedad en buen repair and shall not commit waste or permit impairment or deterioration estado de reparación y no permilira ni causara deterioro o menoscabo of the Property. If this Mortgage is on a unit in a condominium or a a la Propiedad. Si erta Hipoteca er robre una unidad en un condominio o un



				•	
		planned unit development, or if Borrower is a member of any other proyecto de unidades planificadas, o st of Deudor es un miembro de cualquier otra			
٠.		type of association wherein property is jointly owned or administered class do regimen mediante el cual la propiedad se posse o administra en común			
,	,	and obligations for maintenance thereof arise in the Borrower, y aurian obligaciones para el Deudor respecto a au mantenimiento,			
•		Borrower shall perform all of Borrower's obligations under the declara- el Daudor cumplira con todas has obligaciones del Daudor bajo la declara.			
		tion or covenants creating or governing the condominium or clon o convenies que establecen a gobiernan el condominio o			
		planned unit development, the by-laws and regulations of the condo- proyecto de unidades planificadas, las regias y los regiamentos del condo-			
		rninium or planned unit development, and constituent documents, or mino o provecto de unidades planificadas y tos documentos constituyentes, o			
		arising from Borrower's membership in such association.			
		7. Protection of Lender's Security. If Borrower falls to perform			j
	٠.	the covenants and agreements contained in this Mortgage, or if tos pactos y convenios containeds on este Hipoteca, o si			
		uny action or proceeding is commenced which materially affects se comenter alguna action o procedimiento que materialmente "Afecte	-		
		Lander's interest in the Property, including, but not limited to, of interest del President on la Propiedad, incluyendo, sin implicar limitación,			
:		eminent domain, insolvency, enforcement of regulations of the de exprepación, insolvencia, ejecución de regiamentación de la			
		Planning Roard of Puerto Rico or arrangements or Junta de Planificación de Puerto Rico o concurso de acreedores o			
	٠.	proceedings involving a bankrupt or decedent, then Lender procedimionles relationades cen un quebrado o un causante, el Prestador,	. ·		
		at Lender's option, upon notice to Borrower, may make such a option del Prestador, pravis notificación al Daudor, podrá hater aguellas	-	-	
		appearances, diaburse such surns and take such action as is necessary comparecencias, desembolses de dinares y tomar enalquier acción que sea necesaria			
		to protect Lender's interest, including, but not limited to, para protect el interés del Prestador incluyendo, ela implicar limitación,		-	
		diabursement of reasonable attorney's fees and entry upon the Property desembolae de honoraries rezonables de shorado y entrar a la Propledad			ŀ
		to make repairs.	٠		1
		If Londer required morigage insurance as a condition of making  — Si el Prestador requirió teguro hipotecario como condición para hiscer			
		-•			

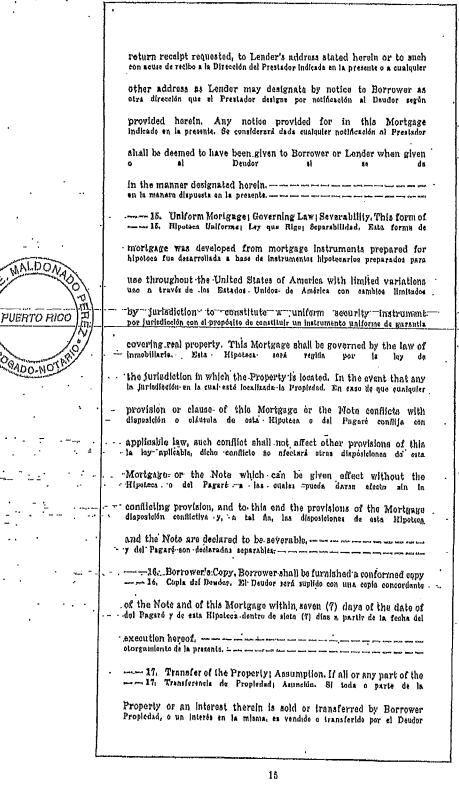
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The procurement of insurance or the payment of taxes or other liens or La obtención de seguros, o el pago de contribuciones u otra carga o charges by Lender shall not be a waiver of Lender's right to gravamen, por el Prestador no conatituirá renuncia del derecho del Prestador a accelerate the maturity of the indebtedness secured by this Mortgage. acelerar el vencimiento de la deude garantizada por esta Hipoteca. -- 12. Remedica Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under son independientes de, y cumulativos a, sualquior otro derecho o remedio bajo this Mortgage or afforded by law or equity, and may be exercised conesta Hipoteca u ofrecido por ley o equidad, y podrán zer efercidos concurrently, independently or successively. currentements, independientemente o aucarivamente, ------ 13. Successors and Assigns Bound; Joint and Beveral Liability; ----- 13. Bucesores y Cestonarios Obligados; Responsabilidad Solidaria; Captions. The covenants and agreements herein contained shall bind, Titulos. Los pactos y convenios: contenidos en la presente obligarán, and the rights hereunder shall inure to, the respective successors y los desectos concedidos bajo la presente beneficiarán, a los succesores and assigns of Lander and Borrower, subject to the provisions y casionarios respectives del Prestador y del Deuder, sujete a las disposiciones of paragraph 17 hereot. All covenants and agreements of Borrower del paragraph 17 de la presente. Todos los convenios del Deudor shall be joint and several. The captions and headings of the paragraphs seria solidarles. Los situles y opigrafes de les parrates of this Mortgage are for convenience only and are not to be used de enta . Hipotoca . son para conveniancia unicamento y no certa unodos to interpret or define the provisions hereof, -- 14. Nolice. Except for any notice required under applicable -- 14. Potificación. Excepto por cualquier notificación que la ley aplicable law to be given in another manner, (a) any notice to Borrower provided requiera sea dada de otra manera; (a) toda notificación al Devdor dispuesta for in this Mortgage shall be given by mailing such notice by certified en esta Hipoteca zera dada enviando dicha notificación por cofreo certificado mail addressed to Borrower at the Property Address or at such other dirigida al Deudor a la Dirección de la Propiedad o a cualquier pira address as Borrower may designate by notice to Lender as provided dirección que el Deudor designe por notificación al Proxiador regun Indicado herein, and (b) any notice to Lender shall be given by certified mail, en la presente, y (b) toda notificación al Prestador sera dada por correo certificado

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r r r r r r r r r r r r r r r r r r r	If Londer exercises such option to accelerate, Londer Si el Prestador ejerca dicha opción de acceleración, el Prestador hall mail Borrower notice of acceleration in accurdance with- nviara por correo al Deudor notificación de acceleración de acuerdo con aragraph 14 horgof. Such notice shall provide a pe- adisposiciones del parrafo it de la presente, Dicha notificación concederá un pe- od of not leas than thirty (30) days from the date odo de no menos de treinta (30) dias a partir de la fecha de  notice is mailed within which Borrower may pay the sums vio por correo de la notificación durante el cual el Deudor podrá pagar las aumas  relared due. If Borrower fails to pay such sums prior to the  claradas venedas. Si el Deudor dejare de pagar dichas sumas antes de la		• • • • • • • • • • • • • • • • • • • •			-		
r r r r r r r r r r r r r r r r r r r	Lender exercises such option to accelerate, Lender II lender elever dicha opción de aceleración, el Prestador diall musil Bourower notice of acceleration in accurdance with- nylara por correo al Daudor notificación de acceleración de acuerdo con aragraph 14 horgof. Such notice shall provide a pe- a disposiciones del parrafo is de la presente, Dicha notificación concedera un pe- od of not leas than thirty (30) days from the date odo de no menos de treinta (30) dias a partir de la fecha de la notice is mailed within which Borrower may pay the sums vio por correo de la notificación durante el cual el Daudor podrá pagar las sumas		•			•		
and	If Londer exercises such option to accelerate, Londer si el Prestador della opción de sceleración, el Prestador della la recurridade del provinción de secular del secura de secular de sec	•				-		
a la	If Lander exercises such option to accelerate, Lender If el Prestador ejerce dicha opción de acceleración, el Prestador hall mail Borrower notice of acceleration in accurdance with years per correo al Daudor notificación de acceleración de acuerdo con arangement 14 hercos. Such notice aball provide a pa-		· ``		· ·	be-	•	
i i i i i i i i i i i i i i i i i i i	If Lander exercises such option to accelerate, Lender If el Prestador elerce dicha opción de accileración, el Prestador hall mail Bourower notice of acceleration in accurdance with						•	
r d	-If Lander exercises such option to accelerate. Lander			•				
r	The state of the s	1	;		_			1
: : :	clease from Borrower's obligations under this Mortgage and the Note. clays do less obligaciones del Deudor bajo esta Hipotech y el Pagari,							-
. 1	provided in this paragraph 17 by Lender shall not be interpreted as a languate on eate parrato 17 no cará interpreteda como un				·	•		
8	ander shall request. The waiver of the option to accelerate acquiera el Prestador. La renuncia por el Prestador a la opción de accieración							
	the surns secured by thie Mortgage shall be at such rate as. obre las sumas assguradas per esta Hipoteca zeri el-tipo qua		· · ·				•	
1	person is satisfactory to Lender and that the interest payable on persons as satisfactoric al Practador v de que el interés pagadaro	].	٠.					
. (	or transferred reach agreement in writing that the credit of such properties a credit allow or transferred lies on a un accordo por escrito a crecito de que el-credito de diche							
٠	transfer, Lender and the person to whom the Property is to be sold transferencia, at Prestador y la persona a quien la Propiedad ha de ser vendida				·			
٠.	shall have walved such option to accelerate if, prior to the sale or habra scannelade tal descand de sceleración si, antes de la venta o							
	secured by this Mortgage to be immediately due and payable. Lender aseguradus por esta Hipoteca immediatament: veneldas y pagaderas. El Prestador	•			-	•		
	to purchase, Londer may, at Londor's option, declare all the sums de compra, of Prestador podrá, a opción del Prestador, declarar todas las aumas							
	longehold interest of three years of less not containing an option descend de arrendamiento de tres años o menos que no contenga una opción						•	
	(c) a transfer by devise or descent or (d) the grant of any (e) una drunsferencia por legado o herencia, o (d) la concesión de un							
	tion of a purchase money accurity interest for household appliances, clon de una garantia del precio de compraventa de anaeres del hogar,							
	of a lien or encumbrance subordinate to this Mortgage, (b) the creade una carga o gravamen subordinada a esta Hipoteca, (b) la crea-							
	without Lender's prior written consent, excluding (a) the creation sin el contentimiento previo por escrito del Presindor, excluyendo (a) la creación							
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expiration of auch period, Lender may, without further notice or expiración de dicho periodo, el Prestador podrá, sin necesidad de notificación o
demand on Borrower, invoke any remedies permitted requerimiento adicional al Prestador, invocar cualquiera de los remedios permitidos
by paragraph 18 hereof.  por el paraso 18 de la presente.
- 18. Acceleration; Remedies. Except as provided in paragraph 17
Increof, upon Borrower's breach of any covenant or agreement of de la presente, al incumplir el Deudor qualquiera de los pactos o convenios del
Borrower in this Mortgage, including the covenants to pay when due any Doudor an exta. Hipoteca, incluyendo los paotos de pager a au vencimiento las
nums necured by this Mortgage, Lender prior to acceleration nums garantizadas por esta Hipotocs, of Prestador, antes de acelerar au vencimiento,
- shall mail . notice to Borrower as provided in paragraph 14 enviara per corres notificación al Deudor, según dispuesto en al páreato 14
hereof - specifying: (1) - the breach; (2) the action re- de la presente, especificando lo siguiento; (1) el incumplimiento; (2) la seción re-
:- "Qulred: tocure such breach; (3) a date, not less querida para subsapandicho incumpliniento; (3) la l'echa l'inite, que no será antecior
than thirty (30) days from the date the notice is mailed to Bor- a traints (30) diss's partir de la fecha de anvio por correc de la notificación al Deu-
stower. by which neuch breach must be oured, and (4)
, o. that - failure to cure such—breach on or before the date una indicación de qua dejar de aubsanar dicho incumplimiento en o antes de la fecha
oppositied in the notice may result in acceleration.  It in the appelification on la notificación podrá resultar en la acceleración del vencimiento
of the sums secured by this Mortgage, foreclosure by judicial proceeding de dos aums garantizadas per esta Hipoteca, ejecución per la via judicial
- And sale of the Property. The notice shall further inform Borrower of the y la-venta de In Propledad. La notificación informará al Deudor, además; de au
right to reinstate after acceleration and the right to assert duration rehabilitación con postorioridad a la accieración y de au derecho a asoveray
the non-existence of a default or any other defense of Borrower to la inexistencia de incumplimiento a cualquier otra defense del Deudor a la
acceleration and foreclosure in the foreclosure proceeding. If the breach acceleration o ejecución en cualquier procedimiento de ejecución. Si el incumplimiento
in not cured on or before the date specified in the notice, no as subsanado en a antes de la fecha limite especificada en la notificación,
Lender at Lander's option may declare all of the sums secured by al Prestador, a opeion del Prestador, podrá declarar todas las sumas garantizadas por

	1		,			•			
this Mortgage to be immediately due and payable without esta lipoteca inmediatamente veneldas y pagaderas sin necesidad de									
further demand and may foreclose this Mortgage by judicial proceeding, requesimients adicional y podra ejecutar esta Hipoteca por la via judicial.									
Lender shall be entitled to collect in such proceeding all expenses of El Prestador tandri dereche a cobrat an dicho procedimiento tottos los gastos de									
foreclosure, including, but not limited to, attorney's fees, and costs of ejecución, incluyendo, sin implicar limitación, honorarios de abogado, y el costo de									
documentary evidence, abstracts and title reports, evidencia documentaria, resumence y estudios de título,						••			
19. Borrower's Right to Reinstate. Notwithstanding 19. Derecho de Rehabilitación del Dauder. No empeca-									
Lender's acceleration of the sums secured by this Mortgage, is acceleration por el Presisdor de las sumas garantizadas por esta Hipotesa,									
Borrower shall have the right to have any proceedings begun by a Deuder tendra dereche de paralizar cualquier procedimiente, comenzado por									
Lander-to-enforce-this-Mörtgaga-discontinued-at-any-time-prior-to- el Presider pare elecutar casta Hipoteca en cualquier momento antes de	_		-,			 _			
entry of a judgement enforcing this Mortgage if: (a). Borrower pays of the sentencial electronic of the Hipoteca ali (a) el Deudor paga				<del></del>		 	•		
Lender all sums which would be then due under this Mortgage and									
the Note including advances, if any, had no acceleration occurred; el Pagart incluyendo adelantos, si algunos, de no haber ocurrido la accleración;									-
(b) Deprower cures all breaches of any other scovenants or (b) of Daudor subsana todos for sincumplimientes de confesquiera etros, pactos o	-		•				•	٠	
agreements of Borrower contained in thin Mortgage; (c) Borrower pays convenies del Deudor contenidos en esta Hipoteca; (c) el., Deudor paga				•					
all reasonable expenses incurred by Lender in enforcing the covenants todas los gastos razonables incurridos por el Prestador en la ejecución de los pactos			,						
and agreements of Borrower contained in this Mortgage and in enforcing y convenies del Deudor contenidos en esta Hipoteca y en la ejequejón				· · .	٠.				
Lender's remedies as provided in paragraph 18 hereof, including, de los remedies del Presente dispussion en el parrafo 19 de la presente incluyendo,		٠.	•	•					
but unt limited to, attorney's fees; and (d) Horrower takes such action . sin implicar limitación, honorarios de abogado; y (d) el Deudor tomo equélia acción		٠.	•			•			
as Lender may reasonably require to assure that the lien of que d Prestador pueda razonablemento requerir para asegurar que el gravamen do									
this Mortgage, Lender's interest in the Property and Borrower's obligation									
to pay the suma secured by this Mortgage shall continue		•							
de pagar la sumas garantizadas por esta Hipoteca continuarán inalteradas		ı							

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	unimpaired. Upon such payment and cure by Borrower, this adversamente. Al hacer of Deudor dicho pago y subsanar dicho incumplimiento, esta
	Mortgage and the obligations secured hereby shall remain in full force Hipotaca y las obligaciones garantizadas por la misma quedarán en completa fuersa
	and effect as if no acceleration had occurred,
·	
 	additional accurity hereunder, Borrower hereby assigns to Lender garantia adicional, el Dauder per la presenta code al Frestador
	the rents of the Property, provided that Rorrower shall, prior to las rents de la Propiedad, disponiendose que el Deudor, antes de
	acceleration under paragraph 18 hereof or abandonment of the acceleration de vencimiento bajo el paragrafo 18 de la presente o abandono de la
	Property, have the right to collect and retain such rents Propledad, tondra el derecho de cobrar y retener dichas rents
· · · · · · · · · · · · · · · · · · ·	as they become due and payable,
	Upon acceleration under paragraph 18 hereof or abundonment of
٠	the Property, Lender shall be autitied to have a receiver appointed by a la Propedid, at Prestador tendra derecho a que se designe por un
و.	court to enter upon, take possession of and manage the Property and tribunal un sindice que entre, tone possession de y administre la Propiedad y
	to collect the rants of the Property including those past due. All
l	rents collected by the receiver shall be applied first to payment of the
	ocats of management of the Property and collection of rents, including tantos de administración de la Propiedad y del cobro de las rentas incluyendo
·	but not limited to, receiver's fees, premiums on receiver's bonds singue implique limitación, a los honoracios del sindico, primas de la fianza del sindico
٠	and attorney's fees, and then to the sums request by the sent
	The receiver shall be lighter to seeming control of the state of the seeming to the seemi
-	actually received.
	21. Release, Upon niurant of all super sound by
•	Descargo, One ver pakadal todas las sumas garantizadas por esta
	Mortgage, Lender shall release and cancel this Mortgage at Hipoteca, el Prestador descargath y cancelord esta Hipoteca por

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:	Botrower's expense, or, at Borrower's option, endorse the Note "for events del Dauder e, a spelda del Dauder, endoseta el Parsed "para	,	•	
; !	CAHCENALION ONLY Williams there to Trompere			
1	handle and the same of the sam	1	•	
	FIFTH: The Properly,			.
	The description of the mortgaged Property is:	,		
; i	contained at page 20a of this mortgage deed.			
:  -  -		-	•	
· <del></del> ,				]
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	to the settlement to be seen as an assessment to be seen and the settlement of the section of th	]		'
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· · · · · · · · · · · · · · · · · · ·	de Addition and the second and the s		· · · · · ·	
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"URBANA: Parcela de terreno 'URBANA: Parceta de terreno que se identifica como el solar número treinta y seis (36) del bloque 'A' de la Urbanización Monte Real sita en el Barrio Algarrobo del Municipio de Guayama, Puerto Rico, con una cabida superficial de trescientos punto cero cero (300.00) metros cuadrados. En lindes por el MORTE, con el solar 'A' guión treinta y cinco (A-35); por el SUR, con el solar 'A' guión treinta y cuatro (A-34); por el ESTE, con la calle número dos (2); y por el OESTE, con el solar número 'A' guión uno (A-1). Enclava una favor of Yadira Vargas Tirado, single, as per deed number two hundred twenty two (222), deed number two hundred twenty two (222), executed in San Juan, Fuerto Rico, on March elhgt (8), two thousand two (2002), before Notary Fublic Angel L. Rolan Frado, recorded at page forty eight (48) of volume four hundred sixty two (462) of Guayama, Registry of the Property of Guayama, property number sixteen thousand one hundred thirteen (16,113), third (3x4) inscription. (3rd) inscription, -----The above referenced property is subject to easements as they arise from the Registry of the Property. --a mortgage in favor of Bana Investment Mortgage Bankers, -or its order, for the principal amount Bankers, or its order, for the principal amount of seventy nine thousand three hundred seventy three dollars (\$79,373.00), as per deed number two hundred twenty three (223), executed in San num, Puerto Rico, on March eight (8), two thousand two (2002), before Notary Public Angel L. Rolan Prado, recorded at page forty eight (48) of volume four hundred sixty two (462) of Guayama, Registry of the Property of Guayama, property number sixteen thousand one hundred thirteen (16,113), fifth (5th) inscription.

PUERTO RICO

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in family the control of the control		man and APPTIMI Appearing Pariles ("Dorrower").
		The appearing borrower is; YADIRA VARGAS
The state of the s	the or .	TIRADO, Social Security number of
·····		legal age, single, property owner and resident of
·		Guayama, Puerto Rico.
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— EIGHT: LENDER: The Londer to which dider the Note guaranteed by this Morigage ha — OCHO: PRESTADOR: El Prestador a favor del chal se ha expedido el Pagnié garantizac	3		٠,		
been issued is POPULAR MORTGAOR, INC., a curporation existing and organized under the cash hipoteon as POPULAR MORTGAOR, INC., that curporación existente y organization.					
laws of the Commonwealth of Puerto Rien, danifelled in the City of San Juan, Commonwea bain has loyes del Estado Libro Asaciado de Puerto Rico, con domicillo en la Chalad de Sar	1				
of Puerto Rico, with employer's Social Security number Juan, Puerto Rico, aon número de Securo Suelal natronal MINTIL: Walver of Homestead Rights.  NOVERO: Brounde de Hogas Securo.					
Horrower hereby walves, in favor of the Lander, to the	,				-
fullest untent allowed by law, all homeulead and almilar rights limits permitted por ter, todor our directes de kayer eagues y dereches similares				•	
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the provisions of the Puerto Alco Right of Homestand (St. L.P.A.A. Les dispositiones cobre Decerbo de llaner Segues de Puerto Rich (2) L.P.A.A.		*		•	
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the address stated in the Mote as the Property Address and a discellen indicasa in a) Pagard como Direccion de la Propiedad.				· ·	
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and The appearing parties accept this Deed in its entirety and I, the remains comparedents accepted sits Receives on au totalidad					
latary, mada to the appareling parties the necessary legal warnings lotario, blee a los compoceciones has advertined tegalos pertinentes		·: .		•	ŀ
oncerning the execution of the same. I, the Notary, advised the platfest a on storyamiente, Y1, et Natario, adviril a las					
oppearing parties as to their right to have wilnesses present at this order comparestants do in diriche or tener trilled presents a cute			•		
secution, which right they waived. The appearing parties having organization, a curo derecho esqueciaren, Rebiendo los composeciones	·		-	·	
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latomonts contained herein as the true and exact embodiment of their sciences contenides on is misms sentian hally exactements and		•			  -  :
lipulations, terms and conditions. Whereupon the appearing parties alipulationes, Uralinary sendiciones. En cuya virtud los comparatientes					
igned this Dood, before me, the Notary, and signed their initials on sman sala Receivers unter mi, at Matario, y firman aus initiales an					
neman sue thicknies an				•	

each and every page of this deed. todas y pada una de las páginas de esta escritura The appearing parties hereby acknowledge that the compared interpretation of the control of the comparedientes reconocen · que authorizing notary warned them that the fact that notario autorizante les advirtió de que, el hecho que from the proceeds of the mortgage loan a sufficient del producto del préstamo hipotecario se ratenga una amount is withheld to pay off the lien(s) that cantidad sufficients para pager la(s) hipoteca(s) que encumber the property subject of this transaction, grava(n) la propiedad objeto de esta transacción, y and that a check is issued in payment thereof, which de que se expida un cheque para efectuar el pago, el check should be forwarded to the mortgage creditor qual deberá ser remitido al acreedor hipotecario, con with the purpose of canceling the original propósito mortgage (a) encumbering the property, is not hipoteca(s) original(ss) que grava(n) la · · propiedad, absolute guarantee that in fact this will be done. no constituye una gazantia absoluta de que ello asi Idkewise, the appearing parties acknowledge that the sera ... hecho. .. -Asimismo, las . partes comparectentes authorizing notary advised them of their right to reconocen que el notario autorizante les advirtió del derecho a exigir que la(s) referida(s) lien(s) be cancelled in this same act; and that if they original (es) sea (n) cancelada (s) en este mismo actor voluntarily waive such right, they are warned and are y que, de renunciar voluntariamente a dicho derecho, made aware of the consequences and risks if said queda(n) advertido(s) y conscients(s) de los riesgos lien(s) is (are) not cancelled. The mortgage debtors y consequencias de que no se cancele(n). Los hereby freely and voluntarily WATVE such right, after deudores hipotegaries per la presente RENUNCIAN libre being made aware of the consequences of such waiver y voluntariamente a dicho derecho, siendo conscientes as per the advises and warnings of the authorizing las consecuencias de dicha renuncia, conforme las notary. ----advertencias del notario autorizante.---



	El Notario informó a los COMPARECIENTES que
	la(s) hipoteca(s) que actualmente grava(n) el the mortgage(s) loan(s) encumbering the property
٠,	inmueble objeto de esta transacción, será(n) object of this transaction, will be pay with the product of
	pagada(s) con el producto del préstamo hipotocario this mortgage loan and the correspondent(s) Mortgage(s)
	Y que dicho(s) gravamen(es) correspondiente(s)
	será(n) cancelado(s) con posterioridad subsequent to this act, by a particular entity
	a este acto, por una entidad particular selected by the Lender (Mortgage Creditor),
	selectionada por el ACREEDOR HIPOTECARIO, por lo and therefore the appearing parties,
	que los otorgantes expresamente releaves the authorizing Notary of all
- -	relevan al Notario de toda
- -	
	responsabilidad respecto a las referidas cancellations,
1	cancelaciones, in
	Name 74 Table of Table of the Control of the Contro
	At this stage of the execution, I clarify that En este estado de los procedimientos, aclaro
	que no conozco personalmente al (a los) deudor(es)
	provided for by the provisions of the Notarial Law y según establecido en las disposiciones de la Ley Notarial
	in force, he/she (they) has(have) been identified vigente, el/ella(ellos) : ha(n) sido identificado(s) por
	by the corresponding driver License(s), issued by la(s) correspondente(s) licencia(s) de conducir expedidas por
	the Department of Transportation and Fublic Works al Departmento de Transportación y Obras, Públicas
	of the Commonwealth of Puerto Rico, which contains del Estado Libre Associado de Puerto, que contieme(n)
	photograph and signature, number(s)
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As to the foregoing, as well as to everything cond de todo lo consignado that is stated or contained herein in this o referido en este instrumento público, el instrument which I seal, mark, flourish and sign, I, oual firmo, signo, sello y rubrico, Yo, el Notario, the Notary, ATTEST AND CERTIFY. ----I breatly county toyet the generaling 147 Page 1981 PUERTO FICO

---El mismo dia y en el lugar de su otorgamiento expedi primera copia certificada a favor de Popular blortgage, Inc.

40-16113

GUAYANA,

NOTARIO PÚBLICO

1- pept-2011 1-253 ---DE LA PRIMERA PARTE: YADIRA VARGAS TIRADO, mayor de edad, soltera, propietaria y vecina de Guayama, Puerto Rico, y a quien en adelante se

--COMPARECDN -----

denominará como MI DEUDOR HIFOTECARIO,

TMC., una institución bancaria, organizada y existentes bajo las leyes del Estado Libre Asociado de Puerto Rico, representada en este acto por Guillermo Pérez Padró, mayor de edad, soltero, propietario y vecino de San Juan, Puerto Rico, autorizado para esta comparecencia quien acredita sus facultades mediante Resolución del dieciocho (18) de mayo de dos mil once (2011) ante el Notario Jorge A. Rivera Pebres, Afidávit cuatrocientos noventa (490) (en adelante denominada EL ACREEDOR HIPOTECARIO). ---

comparecientes, y por sus dichos las doy de sus circunstancias personales. Los comparecientes me aseguran tener y a mi juicio tienen la capacidad legal necesaria para comparecer en este

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instrumento público, y en tal virtud, libre y voluntariamente, ----------EXPONEN --------PRIMERO: El Deudor Hipotecario es dueño en pleno dominio de la propiedad que se describe a continuación: --- "RUSTICA: Parcela de terreno que se identifica como numero treinta y seis (36) del bloque "A" de la Urbanización Monte Real, sita el Barrio Algarrobo del Municipio de Guayama, Puerto Rico, con una cabida superficial de trescientos (300) metros cuadrados. En lindes por el Norte, con el numero treinta y cinco (35) A; por el Sur, con el solar numero treinta y cuatro (34) A; por el Este, con la calle numero dos (2) y por el Oeste, con el solar numero uno (1) A. "Enclava la casa",----Finca número 16,113 inscrita al Tomo de hoja móvil-446-de Guayama, Registro de la Propledad

de Puerto Rico, (el "Registro"), ----

--- SEGUNDO: Adquirió el Deudor Hipotecario la propiedad inmueble anteriormente relacionada según consta do la escritura número doscientos veintidós (22), otorgada en San Juan, Puerto Rico, el ocho (8) de marzo de dos mil dos (2002), ante el notario público Ángel L. Roldan Padro, presentada e inscrita al folio 48 del tomo 462 de Guayama, finoa número 16,113, inscripción tercera (3era) del Registro. -------- TERCERO: El veinte cuatro (24) de marzo de dos mil cinco (2005), el Deudor Hipotecario otorgó hipoteca en garantia de pagará sobre la propiedad inmueble descrita en el PARRAE'O PRIMERO de esta escritura a favor de de Popular Mortgage, Inc. o a su orden, por la suma de OCHENTA TRES міц SELETENEOS DÓLARES (\$83,600.00), devengando intereses CINCO punto cincuenta por ciento (5.50%)

venciendo el primero (1ro) de abril de dos mil treinta y cinco (2035), garantizado hipoteca, según surge de la escritura número ciento veintiséis (126) otorgada en Guayama, Puerto Rico, en la misma fecha y ante el notario público Manuel E. Maldonado Perez, presentada e inscrita al folio 48 del tomo 462 del Registro. -----CUARTO: Las partes comparecientes han acordado modificar, y por la presente modifican, el pagaré bipotecario al que se ha hecho referencia en el PÁRRAFO. TERCERO precedente, de la siguiente forma: . ----

a. Se MODIFICA Y SE CANCELA PARCIALMENTE el

principal del pagaré por la cantidad de CINGO-MIL CUATROCTENTOS OCHENTA Y OCHO DÓLARES CON CINCUMNUA Y UN CENTAVOS (45,488.51) para que de ahora en adelante refleje el balance de principal por la suma de serenta y nunva min CIENTO ONCE DOLARES CON CUARENTA Y NUEVE CENTAVOS (\$78,111.49). -----

---b. Se MODIFICA el pago mensual por concepto de principal e intereses por la suma de CUMTROCTENTOS OCHENEM Y OCHO DÓLARES VEINTITRES TRES CENTAVOS (\$488.23) comenzando el día primero (lero.) de Acosto del año dos mil once (2011), -----

La. Se MODIFICA el vencimiento del último pago en concepto de principal e intereses a vencer el dia primero (lero.) de AGOSTO del año dos mil treinta y cinco (2035), -----

---d. El tipo minimo para la primera subasta en caso de ejecución será de ahora en adelante por la cantidad de SETENTA Y OCHO MIL CIENTO ONCE

dólares con	CUARENTA	<b>.</b> ¥	NUEVE	СЕМТА	Nos
(\$78,111,49)					
QUINTO: A	los efectos	ar	riba com	nsignad	os,
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SEXTO: En e	sta ețapa de	este	e otorgan	dento,	el

· Acreedor Hipotecario me exhibe y me entregami, notario, el original del Pagaré Hipotecario, - y - yor el notario, doy fe que tuve en mis manos el referido pagaré y que examiné el Pagaré Hipotecario, y que éste es el pagaré que se describe en la parte expositiva de esta escritura y que todo parece indicar que el Acreedor Hipotecario es el único tenedor del Pagaré Hipotecario, bajo la convicción de que el Acreedor Hipotecario es-el tenedor del referido pagaré, yo, el notarlo, le hago entrega del · mismo al Acreedor Hipotecario, Yo, el Notario, certifico que he colocado la siguiente . inscripción sobre el Pagaré Hipotecario, y después de hacerlo lo he devueito al Acreedor Hipotecario: -----

---CANTIDAD MODIFICADA: \$78,111.49

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---DEUDOR (ES): YADIRA VARGAS TIRADO -------Se modifica este pagaré según Escritura número ciento treinta y ocho (138) sobre Modificación de Hipoteca, otorgada en San Juan, Puerto Rico, el día veintiocho (28) de junio de dos mil once (2011) ante el Notario Público Carlos O. Bermúdez Monroig, como sigue: --------a, Se MODIFICA Y SE CANCELA PARCIALMENTE el principal del pagaré por la cantidad de CINCO MIL CUATROCIENTOS OCHENTA Y OCHO DÓLARES CON CINCUENTA Y UN CENTAVOS (\$5,488.51) para que de ahora en adelante refleje el balance de principal por la suma de segenda y nueve mil CIENTO ONCE DÓDARES CON CUARENTA Y NUEVE CENTAVOS (978, 111.49). ----b. Se MODIFICA el pago mensual por concepto principal e intereses por la suma de CUATROCIENTOS · OCHENTA Y OCHO DÓLARES VERNETERS TRUS CENTAVOS (\$488-23) comenzando el día primero (lero.) de AGOSTO del año dos mil · onde (2011), --------a. Se MODIFICA el vencimiento del último pago en concepto de principal e intereses a vencer el día primero (lero.) de AGOSTO del año dos mil - treinta y cinco (2035), -----~~d. El tipo minimo para la primera subasta en caso de ejecución será de ahora en adelante por la cantidad de SETENTA Y OCHO, MIL CIENTO ONCE dólares COM CUARENTA MUEVE CENTAVOS (\$78,111.49).

---Aparece el sello y la firma del Notario," -----

--- SMPTIMO: Luego de lo antes indicado, he devuelto a su tenedor el original del pagaré con el "ALLONGE", ---------ADVERTENCIA --------Yo, el Notario, DOY FE de haberle hecho a los comparecientes las reservas y advertencias legales pertinentes relativas este otorgamiento. ---Yo, el Notario, DOY FE de haberle advertido al Deudor Hipotecario que si sin el previo consentimiento-del Acreedor Hipotecario se vende o traspasa toda o cualquier parte de la Propiedad, o cualquier Interés en la Propiedad <u>(o en caso que el Deudor no sea una persona</u> natural se vende o traspasa un interés propietario en el Deudor), entonces el Acreedor Hipotecario podrá requerir el pago completo e inmediato de todas-las cantidades aseguradas por la Hipoteca Sin embargo, el Acreedor Hipotecario no ejercerá esta opción en caso que la Ley Aplicable la prohíba. ---Si el Acreedor Hipotecario ejerce esta le dará aviso al Deuder de la aceleración del vencimiento. El aviso proveerá un período no menor de treinta (30) días a partir de su fecha, dentro del oual el Deudor vendrá obligado a pagar todas las cantidades aseguradas por la Hipoteca. Si el Deudor dejare de pagar estas cantidades antes del vencimiento de este período, el Acreedor Hipotecario podrá invocar cualquier remedio permitido por la Hipoteca, sin más aviso o requerimiento al

. N. V. . Y.

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Deudor. ----

---Toda notificación dada por el Deudor o el Acreedor Hipotecario con relación a la Hipoteca será por escrito. Cualquier notificación hecha al Deudor con relación a la Hipoteca se estimará haber sido dada al Deudor cuando se envie por correo de primera clase o cuando de hecho se entregue a la dirección notificada por el Deudor envia por oualquier otro medio. notificación a cualquier Deudor constituirá notificación a todos los Deudores, salvo que la Ley Aplicable expresamente disponga otra cosa. La dirección para notificaciones al Deudor será la dirección de la Propiedad a menos que el Deudor

<u>haya designado una dirección de notificación </u> mediante notificación al Acreedor ·Hipotecario. El Deudor notificará prontamente al Acreedor Hipotecario su cambió de dirección. Si el Acreedor especifica un procedimiento para informar un cambio de dirección del Deudor, el Deudor informará e1 cambio dirección únicamente · · mediante ese procedimiento especificado por el Acreedor Hipotecario. En todo momento podrá haber solamente una dirección designada para notificaciones bajo la Hipoteca. Cualquier notificación al Acreedor Hipotecario será dada Entregándola o enviándola por correo de primera clase a la dirección del Acreedor salvo que el Acreedor Hipotecario haya designado otra dirección mediante notificación Ninguna notificación con relación a la Hipoteca se considerará hecha al Acreedor Hipotecario hasta que sea recibida por éste. Si cualquier notificación requerida en la Hipoteca es también

de la Ley Aplicable satisfará el requisit correspondiente bajo la Hipoteca.	requerida por la Ley Aplicable, el requerimient
Los comparecientes han leido y consienter esta escritura manifestando quedar bier enterados de su contenido y ratificándose en lo pactado.	de la Ley Aplicable satisfará el requisit
esta escritura manifestando quedar bier enterados de su contenido y ratificándose en lo pactado.————————————————————————————————————	correspondiente bajo la Hipoteca,
esta escritura manifestando quedar bier enterados de su contenido y ratificándose en lo pactado.  ACEPTACIÓN Y OTORGAMIENTO  Hechas por mí, el MOTARIO, las advertencias de Ley y leída la Escritura por los otorgantes, éstos la aceptan por encontrarla conforme a su voluntad, se ratifican en la misma y la otorgan ante mí, iniciando todos sus folios en el margen y firmándola.  ——DE TODO LO CUAL, así como de todo lo demás que aseguro o refiero en este Instrumento	
enterados de su contenido y ratificándose en lo pactado.  ACEPHACIÓN Y OTORGAMIENTO  Hechas por mí, el-MOTARIO, las advertencias de Ley y leída la Escritura por los otorgantes, éstos la aceptan por encontrarla conforme a su voluntad, se ratifican en la misma y la otorgan ante mí, iniciando todos sus folios en el margen y firmándola.	Los comparecientes han leido y consienter
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Ante mí, indciando todos sus folios en el margen y firmándola	éstos la aceptan por encontrarla conforme a su
y firmándola,	voluntad, se ratifican en la misma y la otorgan
y firmándola,	 ante mi, iniciando todos sus folios en el margen
que aseguro o refiero en este Instrumento	
	DE TODO LO CUML, - así como de Lodo lo demás
Público, Yo, al NOTARIO, DOY FE,	que aseguro o refiero en este Instrumento
	Público, Yo, el MOTARIO, DOY FE,

D

Habia Varguste

CERTIFICO: Que se han cancelado y adherido en la escritura original los correspondientes sellos de Rentas Internas y del impuesto notarial con el sello del(a) Notario Autorizante; que en la escritura original aparecen las iniciales de los otorgantes en todos y cada uno de los follos, así como el sello y la rúbrica del(a) Notario Autorizante y las firmas de los otorgantes, así como el sello, signo, firma y rúbrica del(a) Notario Autorizante al final de la misma; Que la que precede es Primera copia fiel y exacta de su original número CIENTO TREINTA Y OCHO (138) que consta de OCHO (8) folios y que obra en el protocolo de Instrumentos Públicos a mi cargo del año en curso, al cual le remito, y la cual expido a solicitud de la parte Interesada en San Juan, Puerto Rico, el día yeintlocho (28) del mes de junio de dos mil once (2011). DOY FE.

CARLOS O. BERMUDEZ MONROIG NOTARIO PÚBLICO

Alcha la Malificación 70, nota manginal 8 no 1 al felio 71 del tomo 470 de Abayona, firea 16113, en phryson a 24 de Marjo de 2022 Alrecho?: \$24.50 JR.

sanchez-rublo title sroup, Inc. p.sc.

P.O. Box 364012 San Juan PR 00936-4012 (787) 788-4321 fax 788-0358 e mail daxsanchezrublo@amail.com

estudio de tiluio

Mett

MARTINEZ SCTORUES LAW OPPICES, PSC

Att: Miguel Vélez Báez

Exhibit III

CASO:

YADIRA VARGAS TIRADO

Expediente No. 41436

FINCA: No. 16113, Inscrita al folio 48 del tomo 462 de Guayama. Registro de la Propiedad, Sección de Guayama.

DESCRIPCIÓN:

URBANA: Parcela de terreno que se identifica como el solar No. 36 del Bloque "A" de la URBANIZACIÓN MONTE REAL, sita en el Baurio Algarrobo del Municipio de Guayama, Puerto Rico, con una cabida superficial de 300.00 metros cuadrados. En lindes por el Norte, con el solar No. A-35; por el Sur, con el solar No. A-37; por el Este, con la Calle No. 2; y por el Oeste, con el solar No. A-11. En la finca antes descrita enclava una estructura de hormigón para uso residencial.

TRACTO REGISTRAL: Se segrega de la fir<u>ica No. -149</u>23, Inecrita al-folio 253 del tomo 417 de Guayama,

DOMINIO:

GONSTA Inscrita a favor de YADRA VARGAS TRADO, mayor de edad, soltera, propletaria y vecina de Cayey, quien adquiere por título de compraventa de Cásar Cintrón Santiago y su esposa Liliana López Pérez, por el precio de \$80,000.00, mediante escritura No. 222, otorgada en San Juan el 8 de marzo del 2002, ante Angel L. Rolán Prado, inscrita al folio 48 del tomo 462 de Guayama, finca No. 1.6113, inscripción 33.

### GRAVAMENES:

Por su procedencia está afecta a:

a. Servichumbres, b. Condiciones Restrictivas sobre uso y edificación.

HIPOTECA: Por la suma principal de \$83,000.00 en garañte de un pagaré a favor de DORAL FINANCIAL CORPORATION, haciendo negoclos como, H.F. MORTGAGE BANKERS, o a su orden, con intereses al 4.875% anual y vencimitento el Iro de marzo del 2010; tasada en \$83,000.00, constituida mediante escritura Nö. 62 otorgada en San Juan el 23 de febrero del 2005, ante Ricardo A. Ceballos Delerme, inscrita al folio 48 del tomo 462 de Guayama, finca No. 16113, inscripción 6°.

HIPOTECA: Por la suma principal de \$83,600.00 en garantía de un pagaré a favor de POPULAR MORTGAGE, INC., o a su orden, con intéreses al.—550% aiual y vencimiento el 1ro, de abril del 2035, tasada en \$83,600.00, constituida mediante escritura No. 126 otorgada en Guayama el 24 de marzo del 2005, ante Manuel E, Maldonado, inscrita al folio 71 del tomo 470 de Guayama, finca No. 16113, Inscripción 8a.

Modificación: La hipoteca relacionada ad-supra ha sido modificada, compareciendo La Titular y Popular Mortgage, Inc., en cuanto al principal que será ahora por \$78,111.49, y su venelmiento será para el 1ro. de agosto del 2035, tasada en \$78,111.49, todo mediante escritura No. 138 otorgada en San Juan el 28 de junio del 2011, ante Carlos O, Bermádez Monroig, anotada al margen del folio 71 del tomo 470 de Guayama, finca No. 16113.

REVISADOS: Registros de embargos estatales, sentendas, contribuciones federales y bitácora electrónica.

NOTA: Debido al Sistema de Bitácora Electrónica utilizado en esta Sección, no podemos certificar que exista algún documento adicional refacionado con esta finca. Este documento es para uso exclusivo e intensecrible de la institución solletinate. Los Registros Auxiliares (Embargos y Seutencias) fueron cutejados bajo el montro que aparece en el apterato du "Dominio" y/o documentos pundientes de inscripción, no somos responsables de aguna combinación de los nombres, ya que el Sistema Karibe anota los nombres bajo diferentes y múltiples combinaciones.

7 de octybre del 2016, E

nuestra responsabilidad por errares u omisiones comedidas en este estudio de tutilo ya sean por ne nuestra o del registro de la propibidad esta finitade à la condidad palada, por ej estudio para mas pi propibilitatione en la social de la propibilitatione en la selección de condidad palada.

	Telefono 787-866-0224
ENTRADA №: 6202 ASIENTO №: 916 Diario 621	Del año 2005
Presentado el día 03/08/2005	a las 08:51
Presentante r SIERRA, JOE	
Interesado : POPULAR MORTGAGE, INC:,	
Naturaloza : Georitura publica . Objeto : HIPOTE	CA
Escritura: 126 de 24/09/2005 MANUEL E. MALDONADO PEREZ Dir: APARTADO 9024040, SJ, PR 00902	
ARJUTA FOSTAL	·
Concepto N' Burie Fecha Ma	cottactity
Malanto de Bresentino         00AIDEN 100A         22/04/20           Fodisjo Polifico         111.31773         03/09/20           Imposipolón         00AIDEN 100A         22/04/20	0.55



"UT20 / FBR: 729-5305"
Nombre del Presentante y su Número, Dirección, Teléfone y Fax:

FIRMA DEL PRESENTANTE

FIRMA DEL TECNICO DEL REGISTRO

. Nota: de necesitar mas espacio, al dorso o en hoja adicional

YADIRA YARGAS TIRADO PMI #



### MFR Modification Payment History for Filling

CI	CISELECT
SI	Siselect Siservicing, me.

Preparation Date: Prepared by: 12/05/19 Deepa

#### Loan Information:

Loan Number	XXXXXX 1605
Debtors Name - 1	YADIRA VARGAS-TIRADO
Debtors Name - 2	
Property Address	A-36 2TH ST MONTE REAL DE
Property State	PR

Bankruptcy Information:

Bankruptcy Case #	16-08946
Filing Date:	11/9/2016
Person filing:	• M1
Number of previous filings:	2

Post petition due

Post petition due date:	10/01/19
Post petition \$\$\$ due:	\$1,327.11
Post petition insurance:	9.7 44/\$0.00 ·
Post petition taxes:	*\$0.00
Total Post petition due	\$1,327.11

Comment

Post-petition taxes and insurance included in annual escrow analysis and added to monthly payments.

Post-Petition Modification Payment History Detail

Post pmt Rcpt	Post Due Dt Pd	Mo \$ Due	\$ Received	Comments
04/22/19		\$393.27	\$393.27	
06/24/19	05/01/19	\$393.27	\$393.27	
09/30/19	06/01/19	\$393.27	\$800.00	
	07/01/19	\$393.27		
10/23/19		\$393,27	\$400.00	
12/03/19	09/01/19	\$393,27	\$400.00	
DUE	10/01/19	\$393.27	0.00%	
DUE	11/01/19	\$480.38	0.00	
DUE	12/01/19	\$480.38	0.00	
	The State of the S	<b>第二十二十二十二</b>		at out to a suit of these of the ways of the fields the section
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And the State of t	The Paris of the Control			하는 이 얼마를 하는 사람이 되었다. 그를 잃었다고 하고 있다.
				,

Total Due

\$3,713.65

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Results as of : Dec-10-2019 10:43:52 AM

**SCRA 5.2** 



## Status Report Pursuant to Servicemembers Civil Relief Act

Exhibit V

SSN:

XXX-XX-1126

Birth Date:

Last Name:

**VARGAS TIRADO** 

First Name:

**YADIRA** 

Middle Name:

Status As Of:

Dec-10-2019

Certificate ID:

086D8NT207GKHKB

	To the state of th		
	On Active Duty On Active Duty Status Date		
Active Duty Start Date	Active Duty End Date Status	Service Component	
NA	NA No	NA	
This response reflects the individuals' active duty status based on the Active Duty Status Date			

	Left Active Duty	y Within 367 Days of Active Duty Status	Date	
Active Duty Start Date	Active Duty End Date	St	itus	Service Component
NA	NA NA	N	)	NA NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date				

	3 (2000年) 1 (2011年)		
	The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date		
Order Notification Start Date	Order Notification End Date Status	Service Component	
NA	NA No.	NA NA	
This response reflects whether the individual of his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd. Seaside, CA 93955

# Case:16-08946-BKT13 Doc#:128 Filed:12/16/19 Entered:12/16/19 13:42:35 Desc: Main Document Page 48 of 48

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: https://scra.dmdc.osd.mil/faq.xhtml#Q33. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.